REMARKS

Claims 2, 3, 6-10, 12-18, 20, 22, 24-33, 35, 37-41, and 47-56 are pending, with claims 2,

16, 24, 31, and 39 being independent. Claim 47 has been amended. No new matter has been

added. Reconsideration and allowance of the above-referenced application are respectfully

requested.

Rejection under 35 U.S.C. § 112

Claim 47 stands rejected for failing to provide antecedent basis for "the method of claim

21", as recited. Claim 47 has been amended to obviate the rejection. Thus, withdrawal of the

rejection under 35 U.S.C. § 112 is respectfully requested.

Rejections under 35 U.S.C. §§ 102 and 103

Claims 2, 3, 6-8, 12-15, 24-27, 30, 39-41, 47-53 and 56 stand rejected under 35 U.S.C.

§ 102(e) as allegedly being anticipated by U.S. Patent No. 6,694,434 to McGee et al. (hereinafter

"McGee"). Claims 16-18, 20, 22, 31-33, 35, and 37-38 stand rejected under 35 U.S.C. § 103(a)

as allegedly being unpatentable over McGee. Claims 9, 10, 28, 29, 54, and 55 stand rejected

under 35 U.S.C. § 103(a) as allegedly being unpatentable over McGee in view of U.S. Patent

Publication No. 2002/0078081 to Bierbrauer et al. (hereinafter "Bierbrauer"). These rejections

are respectfully addressed.

Independent claim 2 recites, "receiving a request from a client, at a server comprising a

computer system including a hardware processor, to take an action with respect to a distributed

electronic document retained locally at the client; identifying, at the server and in response to the

request, information associated with the distributed electronic document, the associated

information comprising user-dependent association information indicating a second electronic

document different from the distributed electronic document; and imparting information

concerning the second electronic document to force the action to be taken with respect to the

second electronic document; wherein imparting the second document information comprises

relating the second document information from the server to the client, the second electronic

document indicated by the user-dependent association information being dependent on an

identified user at the client."[1] Thus, the claim language makes clear that the user-dependent

association information indicates the second electronic document is to be used in place of the

distributed document, and that the second electronic document indicated by the user-dependent

association information is dependent on an identified user at the client.

In stark contrast, the user specific privileges information in McGee controls whether or

not a particular program is allowed to run,[2] but not which second document is provided at a

client, as recited in the claims. The Office cites to columns 12 and 13 of McGee and asserts that

the additional identification data that indicates whether a new version of the program has been

released constitutes the user-dependent association information recited in the present claims.[3]

However, this new program version information does not include user-dependent information

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[1] Emphasis added.
[2] *See e.g.,* McGee at col. 6, lines 19-67.
[3] *See* 4-30-2009 Office Action at page 6.

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since the version of the program is not dependent on the user attempting to run the current version.[4]

The user-dependent information in McGee is part of the privilege vector, not part of the new program version information.[5] Thus, while the new program delivery mechanism may not be triggered in McGee for certain users (since they may not have authorization to run a particular program at all), once this mechanism is triggered, the new program provided by McGee is <u>not</u> dependent on an identified user at the client. The Office obfuscates this deficiency of McGee by rejecting this aspect of the claim language with a statement that "the calling application data includes location of the exec file associated with the calling application; which may correspond to a different version (second document)[.]"[6] However, the cited portions of McGee make clear that it is the distributed document (the locally stored copy of the program) that has the associated user data to control who may run the program.[7] The new version of the program that is delivered to the client does not dependent on an identified user at the client since it is the same for all users who attempt to run the local program at any given time.

Independent claims 24 and 39 recite similar language as addressed above with respect to independent claim 2. Thus, the rejection of claims 2, 24, and 39 should be withdrawn for at least the above reasons. Moreover, since Bierbrauer fails to cure the deficiencies of McGee, each of claims 2, 24, and 39 should be in condition for allowance, and their dependent claims should be allowable for similar reasons and the additional recitations they contain.

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[4] *See* McGee at col. 12, line 29, to col. 13, line 37.
[5] *See* McGee at col. 6, lines 19-67.
[6] *See* 4-30-2009 Office Action at page 6.
[7] *See* McGee at col. 5, lines 48-55; col. 6, lines 34-67; col. 7, lines 46-47; and col. 13, lines 4-5.

For example, claims 8, 48, and 53 specify that the level of granularity is smaller than the distributed electronic document within the distributed document (e.g., controlling access to specific page(s), paragraph(s) and/or word(s) in the document).[8] The cited portion of McGee[9] describes limiting execution privileges based on time of day, device, user or resources to be accessed on a computer, but fails to teach or suggest access permissions at a level of granularity smaller than a distributed electronic document within the distributed document.

The Office notes that McGee discloses read/write controls on various file structures, pointing out that the calling application in McGee may be "constrained to specified privileges or classes thereof such as read/write controls on various file structures or directories[.]"[10] However, this is clearly referring to limits on the program's ability to read and write to files in the file system of the computer, not to limits imposed by access permissions for portions of the program itself. Thus, the claim language, "wherein the document-permissions information specifies access permissions at a level of granularity smaller than the distributed electronic document within the distributed document" cannot be considered as reading on McGee. Therefore, the rejection of claims 8, 48, and 53 should be withdrawn for at least this additional reason.

In addition, claims 9, 28, and 54 recite, "wherein the distributed electronic document is a stub document identified as outdated when originally sent for distribution."[11] McGee fails to teach or suggest this subject matter. The Office asserts that McGee's disclosure of "identifying document as having a new version which meets the recitation of outdated (see column 12, lines

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[8] *See e.g.,* Specification at ¶ [0074].
[9] *See* McGee at col. 6, lines 59-67.
[10] *See* 4-30-2009 Office Action at pages 2-3, and McGee at col. 6, lines 59-67.
[11] *See e.g.,* Specification at ¶ [0141].

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36-39)[.]"[12] However, this contention should be reconsidered since it fails to address the actual claim language.

The claims specify that the distributed electronic document is a stub document identified as outdated <u>when originally sent for distribution</u>. McGee does not teach or suggest this subject matter since the programs are fully functional, without any update version of the program being available, when they are originally distributed. Nothing McGee suggests otherwise, and the Office has failed to address this aspect of the claimed subject matter. For at least this reason, the proposed combination of Bierbrauer with McGee is improper and does not render the claimed subject matter obvious.

Moreover, with respect to claims 10, 29, and 55, the cited portion of McGee provides no disclosure at all that can be considered to correspond to generating at least a portion of the second electronic document based on the identified user, as claimed, and the Office has provided no explanation for the rejection of these claims. For all of the above reasons, the rejection of claims 9, 10, 28, 29, 54, and 55 based on McGee in view of Bierbrauer should be withdrawn, and these claims should be in condition for allowance.

Independent claim 16 recites, "opening, at a client comprising a computer including a hardware processor, a locally retained distributed document; contacting a document control server identified from the distributed document; and forcing use, at the client, of a second document in place of the distributed document, with respect to at least one document action, based on information received from the document control server; wherein the second document

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[12] *See* 4-30-2009 Office Action at page 17.

comprises a later version of the distributed document, and <u>forcing use comprises transparently closing the distributed document and opening the second document</u>."[13] The Office has taken Official Notice regarding this subject matter, and asserts that "closing of the application automatically without the user performing the closing meets the recitation of transparently."[14] First, it should be noted that closing of the application automatically without the user performing the closing is not sufficient to meet the claim language since "automatically" is not equivalent to "transparently" within the context of the claim.

Second, McGee never states that the application is closed automatically, as suggested by the Office. Rather, McGee states that a new version of the program is automatically downloaded, and that the upgraded version is allowed to execute without requiring explicit user approval of the upgraded version.[15] This does not in any way indicate forcing use of a second document in place of a distributed document, including <u>transparently</u> closing the distributed document and opening the second document.

Similar reasoning applies to independent claim 31. Thus, the rejection of claims 16 and 31 should be withdrawn for at least the above reasons. Moreover, each of claims 16 and 31 should be in condition for allowance, and their dependent claims should be allowable for similar reasons and the additional recitations they contain.

For example, dependent claims 20 and 35 recite, "transparently overwriting the distributed document with the second document." The cited portions of McGee[16] say nothing

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[13] Emphasis added.
[14] *See* 4-30-2009 Office Action at pages 3, 15, and 16.
[15] *See* McGee at col. 12, lines 45-56.
[16] *See* McGee at col. 2, lines 35-41, and col. 12, lines 45-63.

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about overwriting, as claimed, and upgrading to a new version of a program does not implicitly include <u>transparently</u> overwriting a distributed document as recited in these claims.

Conclusion

The foregoing comments made with respect to the positions taken by the Office are not to be construed as acquiescence with other positions of the Office that have not been explicitly contested. Accordingly, the above arguments for patentability of a claim should not be construed as implying that there are not other valid reasons for patentability of that claim or other claims.

A notice of allowance is respectfully requested. Please apply any necessary charges or credits to deposit account 06-1050.

Respectfully submitted,

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